

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

VISIBLE SYSTEMS CORPORATION,

Plaintiff

v.

UNISYS CORPORATION,

Defendant

Civil Action No. 04-CV-11610-RGS

**Leave to File Granted on October 9, 2007**

**REPLY OF DEFENDANT UNISYS CORPORATION**  
**IN FURTHER OPPOSITION TO PLAINTIFF'S**  
**PROPOSED INJUNCTION**

In its recently filed Reply Memorandum on the subject of its request for injunctive and other relief in this matter,<sup>1</sup> Visible Systems makes two factual assertions that are egregiously baseless and therefore require a brief response from Unisys. First, Visible Systems erroneously claims that Unisys has been “dramatically expanding” its use of certain terms containing the word “Visible” in what Visible Systems characterizes as “an apparent effort to circumvent the impact of any injunction.” This is false and misleading: there has been no such expansion; indeed, the reverse is true, as demonstrated in the attached supplemental affidavit.<sup>2</sup>

Second, Visible Systems suggests in a footnote that the information Unisys has provided about the work and time necessary to respond to a potential injunction against further use of the mark 3D VISIBLE ENTERPRISE is somehow inconsistent with

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<sup>1</sup> See Document No. 127.

<sup>2</sup> See Supplemental Affidavit of Stanley A. Mattos, Exhibit A hereto.

Unisys's position in settlement negotiations between the parties.<sup>3</sup> Leaving aside its mischaracterization of Unisys's settlement positions in this case, Visible Systems' premise appears to be that if it would indeed be time-consuming, burdensome and expensive to remove uses of the 3D VISIBLE ENTERPRISE mark from thousands of Unisys documents on the internet and elsewhere, then Unisys should have been willing to pay Visible Systems millions of dollars to avoid this burden and expense—regardless of the merit or lack of merit of plaintiff's substantive claims. While this is nonsensical, it is at least consistent with Visible Systems' fantastical settlement strategy throughout this case: its last demand, for example, was \$11 million. And it is also consistent with the litigation strategy Visible Systems has adopted since the trial: filing new lawsuits against Unisys's business partners Proforma, IBM and Microsoft, and demanding immediate settlement payments from them based on the appearance of Unisys's 3D VISIBLE ENTERPRISE mark on their websites.<sup>4</sup>

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<sup>3</sup> See Visible Systems' Reply Memorandum at 2 n.3.

<sup>4</sup> See Cases No. 07-11545 and 07-11736.

Dated: October 9, 2007

UNISYS CORPORATION,  
By Its Attorneys,

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CERTIFICATE OF SERVICE

I hereby certify that this document is being filed through the ECF system, and that I am therefore relying on the system to complete service by sending copies of the filing electronically to the necessary counsel, who are registered participants.

/s/Matthew C. Welnicki

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